

Request for Proposals

Video Lottery Terminal (VLT) Modeling Tool

PROJECT NO. F10R5200096



**Department of Budget and Management
Office of the Secretary
Division of Policy Analysis
Procurement Unit**

Issue Date: November 1, 2004

NOTICE

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal on this contract, please e-mail (rhowells@dbm.state.md.us) or fax (410-974-3274) this completed form to the attention of Robert W. Howells..

Title: Video Lottery Terminal (VLT) Modeling Tool
Project No: F10R5200096

If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposals is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

Video Lottery Terminal (VLT) Modeling Tool

PROJECT NUMBER: F10R5200096

RFP Issue Date: November 1, 2004

RFP Issuing Office: Department of Budget and Management
Office of the Secretary
Division of Policy Analysis, Procurement Unit

Procurement Officer: Robert W. Howells
Office Phone: (410) 260-7747
Fax: (410) 974-3274
e-mail: rhowells@dbm.state.md.us

Procurement Method: Competitive Sealed Proposals (COMAR 21.05.03)

Contract Term: On or about 1/3/2005 through 12/31/2006
With 2 one (1) year renewal options

Pre-Proposal Conference: November 10, 2004 @ 10:00 AM (Local Time)
Department of Budget and Management
45 Calvert Street – Room #163
Annapolis, MD 21401
For Directions, call Robert W. Howells

Proposals are to be sent to: Department of Budget and Management
Procurement Unit-Room #111
45 Calvert Street
Annapolis, MD 21401
Attention: Robert W. Howells

Closing Date and Time: November 23, 2004 @ 2:00 PM (Local Time)

NOTE: Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of Budget & Management (DBM) is issuing this Request for Proposals (RFP) to obtain a Contractor to provide a modeling tool, technical support services and consulting services that will provide DBM with the capability to manipulate specified variables in order to assess varying VLT gaming scenarios and to calculate an estimated win-per-day for each option analyzed.
- 1.1.2 The Department intends to make a single award as a result of this solicitation.
- 1.1.3 The Contract will be for an initial term extending through December 31, 2006. The State shall have two unilateral options to renew for one year each, for a total contract term of no more than four years.
- 1.1.4 The goals and objectives of this project are to:
- Obtain a modeling tool for use by the Department in calculating average win-per-day by position and by specified location, and in estimating social, income and other demographic characteristics of players.
 - Help determine how Maryland can receive the optimal return from VLT legislation.
 - Operate in the existing DBM computer-operating environment.
 - Obtain maintenance services support on a time basis, as needed, to the modeling tool during the term of the contract.
 - Obtain enhancements services on a time basis, as needed, to the modeling tool during the term of the contract.
 - Obtain consulting services on a time basis, as needed, to assist with the application of the modeling tool during the term of the contract.

1.2 Non-exclusive Use

It is DBM's intention to obtain the products and services described in this RFP under the resulting Contract. However, this Contract shall not be construed to require the State to use this Contract exclusively. The State reserves the right to procure products and services of any nature from other sources when it is in the best interest of the State to do so and without notice to the Contractor. The State makes no guarantee that it will purchase any products or services under the resulting Contract.

1.3 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations and terms have the meanings indicated below:

- a. Contract – The contract entered into between DBM and the selected Offeror responding to this RFP. The Contract will include all general State terms and

conditions, and will incorporate the entire RFP, including any addenda, and all or indicated portions of the selected Offeror's proposal. A sample contract is included as Attachment A to this RFP.

- b. COMAR - Code of Maryland Regulations (available at www.dsd.state.md.us)
- c. Contract Manager (CM) – DBM's designated person as the single point-of-contact with the authority and knowledge to issue work order and to resolve all matters in connection with the project on behalf of the DBM. See Section 1.7 for the designated State Contract Manager.
- d. Contractor – The Offeror selected to receive the Contract award under the procedures contained in this RFP.
- e. DBM –Maryland Department of Budget and Management
- f. Enhancement – A change to the baseline software system requested in writing by the Contract Manager, which may result in additional negotiated cost based on the fully-loaded labor hour rate fixed in the contract.
- g. Fixed Hourly Labor Rate – Fully loaded hourly rate established in the Contract. This is the maximum rate the Contractor may bill the DBM for any work authorized by the Contract Manager.
- h. Fully Loaded – A portion of the Fixed Hourly Labor Rate that includes all profit, and any direct and indirect costs of the Contractor. The indirect costs shall include among other things, all costs that would normally be considered General and Administrative costs and/or routine travel costs, or which in any way are allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs.
- i. Labor Hours – The hours of work of the Contractor's personnel either estimated or actually billed, by the Contractor, up to a specified price ceiling, as authorized by the CM.
- j. Labor Hours Not-to-Exceed Ceiling - The maximum amount of Contractor hours for services performed based on labor hours billed at the specific hourly rate, up to a specified hours ceiling. The Contractor will be required to provide time records and/or other documentation that substantiates all hours billed and that have actually been expended by its or employees, or those of subcontractors, totally and productively, in the compliance a NTP. The fixed hourly labor rate will be the main payment made to the Contractor for any work authorized by the CM.
- k. Local Time – Time in the Eastern Time Zone as observed by the State.
- l. Maintenance – Contractor supplied labor billable per hour, at the fully-loaded hourly rate fixed in the contract, to provide repairs, preventive maintenance services and regular updates to the modeling tool.
- m. MBE –Minority Business Enterprise certified by the Maryland Department of Transportation.

- n. Modeling Tool – A program, application, database, spreadsheet or other electronic processing item and all necessary licenses that will function within the operating environment outlined in this RFP to achieve the DBM goals.
- o. Notice To Proceed (NTP) – A formal notification issued by the Contract Manager that: (1) directs the Contractor to perform work, and (2) as of a date contained in the NTP, to begin performance of the work.
- p. Offeror – An entity that submits a Proposal in response to this RFP.
- q. Procurement Officer – The DBM representative responsible for this RFP, for the determination of scope issues in the resulting contract, and is the only State representative that can authorize changes to the contract. See Section 1.6 for the designated State Procurement Officer.
- r. Proposal - The technical and financial response provide by Offerors in response to this RFP.
- s. Racino – A horse racing track with a gaming casino
- t. Repair – A change made to the modeling tool, generally to correct a modeling tool problem reported by the Contract Manager.
- u. RFP – This Request for Proposals for Video Lottery Terminal (VLT) Modeling Tool, Project Number F10R5200096, dated November 1, 2004, including any amendments.
- v. State – The State of Maryland.
- w. State Business Hours – 8:00 A.M. to 5:00 P.M., local time, Monday through Friday, excluding State holidays.
- x. Technical Support Services – Enhancement and Maintenance services as required by this RFP.
- y. Travel - Work under the Contract will routinely be performed at 45 Calvert Street, Annapolis, MD 21401. There will be no payment for labor hours for travel time and no reimbursement for travel expenses for work performed within a 25 mile radius of 45 Calvert Street. If travel is necessary beyond the radius, the contractor will be reimbursed at the State’s established travel reimbursement rate for mileage only.
- z. VLT – Video Lottery Terminal
- aa. Win-per-day – A term used within the gaming industry to identify the total dollars returned to the State per VLT machine based on a set of defined variables. The variables in this instance include, but are not limited to, the variables identified within Section 2.4.1 of this RFP.

1.4 Contract Type

The contract that results from this RFP will be a combination Firm Fixed Price Contract as described in COMAR 21.06.03.02 with respect to the delivery of the Modeling Tool and an Indefinite Quantity-Fixed Unit Price (Labor Rate) Contract as defined in COMAR 21.06.03.05 and .06 with respect to the technical support and consulting services, subject to a contract NTE ceiling amount that shall not be exceeded without the necessary Contract Modification. All resulting work shall be provided via NTP orders, issued by the CM, and will be generally provided on a labor hour basis at the fully-loaded hourly rates fixed in the contract, except for delivery of the Modeling Tool. Work will be defined by and approved by the CM. The Contractor shall not proceed with any work until after the CM has issued a NTP.

1.5 Contract Duration

1.5.1 The base term of the Contract shall be from the date of execution of the contract by the DBM and continue until December 31, 2006. DBM, at its sole option, shall have the unilateral right to extend the Contract for two (2) additional, successive, 1-year renewal periods.

1.5.2 Contract Price Adjustments

1.5.2.1 Price Adjustment: After the 2 year Base Contract Term (after 12/31/2006), if the Renewal Option periods are exercised by the State, Contractors will be entitled to annual adjustments to their fully-loaded hourly labor rates in accordance with certain changes in the Consumer Price Index (CPI) as described in Section 1.5.2.2.

1.5.2.2 This section describes the mechanism to be used to make CPI adjustments. Price adjustments may be made to the fully-loaded hourly labor rates for each one (1) year renewal option period after the base contract term. The sequence of actions to implement a price adjustment is as follows:

a. At least ninety (90) calendar days prior to the anniversary dates of the contract, the Contract Manager shall advise the Contractor(s) of the allowable percentage adjustment that may be applied for each fully-loaded hourly labor rate. The adjustment shall be based on the change in the Consumer Price Index (CPI) as calculated below. The maximum annual contract period increase shall be limited to five percent (5%) of the then current contract prices.

b. Within fifteen (15) calendar days of the receipt of the State's notice of adjustment, the Contractor shall submit a schedule of revised rates to the Contract Manager if it wishes to obtain a rate increase. In the event the CPI for the measured period is negative, the contractor shall reduce prices accordingly. In the event the CPI for the measured period is positive, the contractor shall have the option of keeping existing contract prices or changing to any price up to the maximum allowable percentage increase.

c. The adjustment will be calculated as a percentage resulting from the change in the index for the most recent thirteen (13) months beginning from the most current month available as posted by the U.S. Department of Labor, Bureau of Labor Statistics (BLS) prior to the anniversary dates of the Contract.

1.5.2.3 Consumer Price Index Information:

- a. The adjustment shall be calculated by reference to the annual change in the BLS, CPI—All Urban Consumers for:
 - o Area: U.S. City Average, Not Seasonally Adjusted
 - o Item: All Items
 - o Series ID: CUUR0000SAO
 - o Base Period 1982-1984 = 100
- b. The following example illustrates the computation of percent change:

CPI for most currently available period	184.3
Less CPI for previous period	180.9
Equals index point change	3.4
Divided by previous period CPI	129.9
Equals	.019
Result multiplied by 100	0.019 x 100
Equals percent change	1.9%

In the event that the BLS discontinues the use of the index described above, adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be the sole discretion of the State.

1.6 Procurement Officer

The sole point-of-contact in the State for purposes of this RFP prior to the award of the Contract is the Procurement Officer listed below:

Robert W. Howells, Procurement Officer
 Department of Budget and Management
 Division of Policy Analysis, Procurement Unit
 45 Calvert Street, Room 111
 Annapolis, Maryland 21401
 Telephone #: 410-260-7747
 Fax #: 410-974-3274
 E-mail: rhowells@dbm.state.md.us

DBM may change the Procurement Officer at any time by written notice to the Contractor.

1.7 Contract Manager

The Department of Budget & Management Contract Manager, who monitors the daily activities of the Contract and provides guidance to the Contractor, is:

Patrick Miller
 Department of Budget and Management
 Office of the Secretary
 45 Calvert Street
 Annapolis, MD 21401
 Telephone: 410-260-6122
 FAX: 410-974-3274
 Email Address: pmiller@dbm.state.md.us

DBM may change the Contract Manager at any time by written notice to the Contractor.

1.8 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on **November 10, 2004**, beginning at 10:00 AM Local Time, at 45 Calvert Street, Room 163, Annapolis, MD 21401. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror's understanding of RFP requirements.

As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by 4:00 PM, November 8, 2004, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call the Procurement Officer at (410) 260-7747 with such notice. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

1.9 "e-Maryland Marketplace"

"e-Maryland Marketplace" is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site (<http://www.dbm.maryland.gov>), and other means for transmitting the RFP and associated materials, the RFP, minutes of the Conference, Offeror questions and DBM responses, addenda, and other solicitation-related information will be provided via e-Maryland Marketplace.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

1.10 Questions

The Procurement Officer, prior to the Pre-Proposal Conference, will accept written questions from prospective Offerors. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions may be submitted by mail, by facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer, based on the availability of time to research and

communicate an answer, will decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of this RFP.

1.11 Proposals Due (Closing) Date

An unbound original and three (3) bound copies of each proposal (Technical and Financial) must be received by the Procurement Officer, at the address listed in Section 1.6 and the Key Information Summary Sheet, **no later than 2:00 PM (Local Time) on November 23, 2004**, in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Excel format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the Date, RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (Technical or Financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10 and 21.05.03.02, proposals received by the Procurement Officer after the due date, November 23, 2004, at 2:00 PM (Local Time) will not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.13 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's Proposal in the transmittal letter accompanying the Technical Proposal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.14 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor

irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. This may be followed by submission of Offeror-revised proposals and a BAFO. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received, without prior discussions or negotiations.

1.15 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

Typically oral presentations occur approximately two (2) weeks after the proposal due date. Offerors should plan accordingly.

Typically, oral presentations will follow a specified format and generally be limited to one (1) hour of presentation time, followed by one (1) hour of questions and discussion. The Procurement Officer will issue a letter with details and instructions prior to the presentations.

The presentation may include but not be limited to the following items in the Offeror's Technical Proposal.

- Description of how the Offeror plans to meet the identified requirements in the RFP
- Experience and capabilities
- Description of the organization
- Description of how the Offeror plans to meet RFP reporting requirements
- Description of references and the scope of services to other clients by each reference.
- Demonstration of the proposed modeling tool.

1.16 Incurred Expenses

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

1.17 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of how the Offeror proposes to meet the requirements of this RFP.

1.18 Protests/Disputes

Any protest or dispute related to this RFP or the resulting Contract will be subject to COMAR 21.10 (Administrative and Civil Remedies).

1.19 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted.

1.20 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of the Proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information may be disclosed. (See COMAR 21.05.08.01)

1.21 Offeror Responsibilities

The selected Offeror/Contractor shall be responsible for all products and services required by this RFP. Subcontractors must be identified, and a complete description of their roles relative to the Proposal must be included in the Proposal. The selected Offeror retains responsibility for all work performed by and any deliverable submitted by a subcontractor. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.22 Mandatory Contractual Terms

By submitting an offer in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, included as Attachment A. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the Technical Proposal. A Proposal that takes exception to these terms may be rejected.

1.23 Proposal Affidavit

A completed Bid/Proposal Affidavit must accompany the Proposal submitted by an Offeror. A copy of this Affidavit is included as Attachment B of this RFP.

1.24 Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within 5 business days after notification of proposed contract award.

1.25 Minority Business Enterprise Subcontract Participation Goal

NOTICE: The procedure for submitting MBE information and forms has been revised effective October 1, 2004. See Attachment D for explanation of the revised requirements. Questions or concerns regarding the MBE requirements of this solicitation must be raised before the receipt of initial proposals.

An MBE subcontractor participation goal of 25% has been established for this solicitation. The Contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the MBE goals in such subcontract awards with businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in Attachment D of this RFP. MBE participation in work performed under this contract will be monitored by the State. See Attachment D for details.

A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1269.

The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label at the left side of the web site, half way down. The most current and up-to-date information on MBEs is available via this web site.

1.26 Arrearages

By submitting a response to this RFP, an Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it will not become so in arrears during the term of the Contract if selected for contract award.

1.27 Procurement Method

The Contract will be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

1.28 Verification of Registration and Tax Payment

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.29 False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

In connection with a procurement contract, a person may not willfully:

1. Falsify, conceal, or suppress a material fact by any scheme or device;

2. Make a false or fraudulent statement or representation of a material fact; or
3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.30 Payments By Electronic Funds Transfer

By submitting a response to this RFP, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror must register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form is Attachment G or it can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

1.31 Non-Visual Access

By submitting a Proposal in response to this RFP, the Offeror warrants that the information technology offered under the Proposal: (1) will provide equivalent access for effective use by both visual and non-visual means; (2) present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent. For purposes of this warranty, the phrase "equivalent access" means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input, and synthesized speech, Braille, or other audible or tactile means used for output.

SECTION 2 – SCOPE OF WORK

2.1 Purpose

The Maryland Department of Budget and Management (DBM) is seeking to procure a modeling tool and technical support services that will provide DBM with the capability to manipulate the variables specified below, at a minimum, in order to assess different scenarios for VLT gaming. The modeling tool shall calculate average win-per-day, by position and by specified location. The modeling tool will help determine how Maryland can receive the optimal return from VLT legislation. The modeling tool shall operate in the existing DBM computer-operating environment.

2.2 Background

DBM wishes to obtain a modeling tool that will assess all gaming options and produce an accurate win-per-day calculation. DBM must own the rights to this modeling tool and, after initial instructions and training, must be able to perform analysis in-house without further contractor assistance.

The modeling tool shall be capable of adjusting Maryland win-per-day estimates based on neighboring states' gaming actions (both current and proposed). When comparing Maryland proposals to that of neighboring states the modeling tool shall account for: capital investments in neighboring states compared to proposed capital investments in Maryland; the number of Marylanders currently traveling to neighboring states to gamble; and annual pay outs for both Maryland and neighboring states.

2.3 Operating System and Software Environment

The contractor shall install the modeling tool on up to five (5) State computers for testing and acceptance. After acceptance, the modeling tool shall be available to the State for its use without limitation.

2.3.1 The current DBM server equipment and software operating environment consists of:

- a. Dell Powerededge, Compaq Proliant, and HP Servers
- b. Microsoft Windows Server 2000 and Windows Server 2003
- c. Microsoft Active Directory
- d. Microsoft .NET Framework

2.3.2 The current DBM desktop equipment and software operating environment consists of:

- a. Gateway E3200, E3600, E4200, E4600

- b. Compaq Deskpro, DP EN/EX Series, EVOW4000
- c. Microsoft Windows 2000
- d. Microsoft Office 2000

2.4 Scope of Services to be Performed

The contractor shall:

2.4.1 Modeling Tool: Deliver and, as described in Section 2.3, install not later than January 15, 2005 a modeling tool (including all of the pre-loaded data required for analyses) that will meet the requirements of this RFP. The modeling tool shall, at a minimum:

- 2.4.1.1. Project the win-per-day per position in both a stabilized market and, detailed on a yearly basis, in the years leading up to stabilization; and, indicate the expected social, income and other demographic characteristics of players.
- 2.4.1.2. Analyze the following variables and determine the impact on the win-per-day that the variance of each variable will have:

Variables DBM will be able to manipulate in-house at the user level

- Location of VLT facilities
- Whether the facilities are temporary or permanent
- Splits
- State owned facilities vs. privately owned
- Publicly financed capital expenditures vs. privately financed (debt servicing)
- Positions per location
- Licensing/application fees
- Whether the facility is a destination resort, Racino, Hotel, stand-alone facility, or any other setting.
- Capital investment at the VLT facility
- Whether Maryland facilities have structured parking or paved lots
- Operating hours at Maryland facilities
- Availability of free or discount food and drink at Maryland VLT facilities
- Whether Maryland facilities have generic VLT machines or premium name-brand machines
- Whether the State leases the VLT machines or owns the machines
- Floor mix: variance of machine denominations
- Percentage of payout variance
- Whether the machines are class II or class III as defined by Bureau of Indian Affairs
- Whether the machines accept tickets or coins and whether the machines produce a ticket out or a coin out
- Machines that allowed pooled bets vs. stand alone betting
- Other locations in Maryland
- Change in neighboring states' VLT positions

- Location
- Number of machines
- Hours of operation
- Level of taxation

Variables the contractor shall populate at initial installation and update during the contract term as DBM requests

- Transportation infrastructure of Maryland
- Gray machine market and legal pull tab machines in Maryland
- Neighboring states' VLT laws
- Neighboring states' VLT locations
- Neighboring states' capital investments
- Neighboring states' structured parking
- Maryland demographics
 - Population density
 - Wealth
 - Current gaming participation rates
 - Social and Income Characteristics
- Tourism
 - Demographics of tourists
 - Volume of tourism

2.4.2 Upon acceptance of the installation, the Acceptance Testing Period shall begin. (See RFP Section 2.4.10)

2.4.3 Install the modeling tool on the existing DBM operating environment without any additional changes to that environment.

2.4.4 Provide the technical and functional staff to work along with the DBM staff to install and maintain the modeling tool.

2.4.5 Provide technical staff to DBM, as required by DBM, to provide services including but not limited to the following:

- a. Develop and modify modeling tool as may be necessary to operate within the DBM operating environment.
- b. Provide remote or, if necessary, on-site technical support, during normal State business hours.
- c. Provide on-call availability. On-call availability means being available by phone or by pager during non-normal business hours or days. Contact is made only if needed, but the on-call person shall be able to address the issue at hand expeditiously. On-call staff shall be able to determine appropriate actions to take concerning any issues with the modeling tool.

2.4.6 Modeling Tool Output

The projections and calculations produced as output by the modeling tool shall be compatible with DBM desktop equipment and Microsoft Office 2000 so that users may save, print, or convert to a .pdf file from the Microsoft Office 2000 environment.

2.4.7 Comply with and adhere to the Maryland State IT Security Policy and standards (See Attachment H)

- a. These policies may be revised from time to time and the contractor shall comply with all such revisions.
- b. In addition, the contractor shall not connect their own equipment to DBM's LAN/WAN without prior written approval by the Contract Manager. No Contractor computer equipment shall connect to the State's LAN/WAN. The State will provide equipment as necessary to support connection to the State LAN/WAN, or give prior written approval as necessary for connection.

2.4.8 Upon delivery and installation of the modeling tool, memorialize such delivery in a Delivery Confirmation, which sets forth the nature and condition of the deliverable, the medium of delivery, and the date of its delivery. The DBM Contract Manager shall countersign such Delivery Confirmation to indicate receipt of the contents described therein. Both parties shall retain copies. The DBM Contract Manager shall commence acceptance testing upon execution of the Delivery Confirmation. Such testing shall be for a period of ten (10) business days. Upon completion of such testing, the DBM Contract Manager shall issue to the contractor written notice of acceptance or rejection of the model. In the event of rejection, the contractor shall use all reasonable effort to correct any deficiencies or non-conformities and resubmit the rejected items as promptly as possible. Accepted deliverable shall be invoiced within 30 days.

2.4.9 Modeling Tool Ownership and Licensing

- (a) In the event that the Offeror proposes to develop, in whole or in part, the modeling tool, the State shall wholly own, as a "work for hire" as the term in interpreted under U.S. copyright law, any resulting information technology, including but not limited to source code, maintenance updates, and documentation. The source code for the developed modeling tool, or for the portions of the modeling tool developed in response to this RFP, shall be provided to the State when the modeling tool is accepted.
- (b) In the event that the Offeror proposes to provide a commercial off-the shelf information technology product or a previously developed information technology product as the modeling tool required by this RFP, the Offeror shall provide included with the model a perpetual and non-exclusive license for at least ten (10) concurrent users. The State shall have the right to obtain additional licenses, as necessary. Such license shall include permissions to (1) install the modeling tool on a server for access by the ultimate users through a network or on a sufficient number of desktop computers for use by the ultimate users, (2) customize the modeling tool for integration with the State's existing computer environment, and (3) make unlimited copies of any documentation provided with the modeling tool.

2.4.10 Acceptance Testing and Warranty Period

- 2.4.10.1 The Acceptance Testing Period shall begin after all deliverable products and services comprising the entire business process have been installed and all applicable deliverables have been accepted. The Acceptance Testing Period shall be for a period of 10 business days to allow for adequate testing of all functionality, including any and all processes and interfaces.
- 2.4.10.2 During the Acceptance Testing Period: DBM will test the functionality and integration to ensure that the requirements of the RFP have been met; and, the system and services must perform at a level consistent with the requirements contained in this RFP, and resulting contract. Any system and services shall be available for unrestricted use by DBM staff on an average effectiveness level of 99.9 percent or more for the Acceptance Testing Period. Availability for unrestricted use means that the system and services are accessible to users with full processing functionality. Effectiveness level refers to the system and services meeting the objectives listed below and the performance measures as defined in the RFP, and the Contract. Should DBM encounter performance problems or discover that specifications have not been met by the modeling tool, the contractor shall rectify the performance problem or complete the specification to DBM's satisfaction at no cost to DBM within 10 business days or as may be directed by the DBM Contract Manager.
- 2.4.10.3 The purpose of the Acceptance Testing Period is to verify that all requirements of the RFP have been met and meet the following objectives:
- a. Testing within the existing operating environment to insure the modeling tool functions as required by this RFP and as described in the contractor's proposal.
 - b. Validate system set-up for transactions and user access.
 - c. Confirm use of system in performing business processes.
 - d. Confirm integrity of business process, data, services, security, and end-products.
- 2.4.10.4 If it is determined that the scheduled Acceptance Testing Period does not allow for all business processes to be tested (i.e. variables identified in Section 2.4.1.2), then the contractor shall warrant the system and services for an additional period guaranteeing that the system is free from performance problems and meets all specifications as defined in this RFP during that additional period. Should DBM encounter performance problems or discover that specifications have not been met during that additional period, the contractor shall rectify the performance problem or comply with the specification to DBM's satisfaction at no cost to DBM within 10 business days or as directed by the DBM Contract Manager.
- 2.4.10.5 Warranty Period
- a. Warranty period shall begin upon:

- (1) the conclusion of the specified Acceptance Testing Period, or any extended additional period if necessary (Section 2.4.10.4), and
- (2) system and services acceptance and signoff by the DBM Contract Manager.

b. The warranty shall be for a period of 90 days.

2.4.11 On-Call Services

At any time after initial installation (Section 2.4.1), acceptance (Sections 2.4.8 and 2.4.10) or the warranty period begins (Section 2.4.10.5), the contractor shall be available upon the request of the DBM Contract Manager for assistance with problems or warranty issues as required in Section 2.4.12.

2.4.12 Maintenance Services

- a. Maintenance services shall be provided by the contractor on an as needed basis and shall be billed at the hourly rates established within the contract.
- b. Maintenance services may be identified as either routine or emergency by the Contract Manager. The Contract Manager shall determine the category of maintenance necessary and the contractor shall respond as follows:
 - For routine maintenance, the contractor shall respond, either remotely or on-site, to the initial request of the Contract Manager within 4 State business hours.
 - Examples of compliant response times for normal maintenance are:
 - If the Contract Manager contacts the contractor at 8 am on Thursday, then the contractor must begin maintenance service no later than Noon the same day.
 - If the Contract Manager contacts the contractor at 3 pm on Friday, then the contractor must begin maintenance services no later than the next business day (Monday) by 10 am.
 - If responding on-site, the contractor shall report to the Contract Manager or designee prior to beginning maintenance.
 - If responding remotely, the contractor shall call the Contract Manager or designee prior to beginning remote maintenance.
 - For emergency maintenance, the contractor shall respond to the initial request of the Contract Manager within 2 hours.
 - Emergency maintenance may occur at any time, day or night, 24 hours per day, including holidays and weekends.
 - Emergency maintenance may be either remote or on-site and the reporting requirements are the same as normal maintenance.

2.4.13 Enhancement Services

- a. Enhancement services shall be provided by the contractor on an as needed basis and shall be billed at the contracted hourly rate established within the contract. Enhancement Services may include, but not be limited to, data development and

population. The contractor shall be knowledgeable in all aspects of national gaming trends as well as specific aspects of the Mid-Atlantic gaming situation and shall update the modeling tool with data the CM deems necessary. The contractor shall also be available to comment on the feasibility and usefulness of the proposed data and to provide other similar consulting services as directed by the Contract Manager.

b. Enhancement services will be provided via a work order process as follows:

(i) The CM will e-mail a request to the Contractor to provide services. The request will include at a minimum:

- The due date and time for submitting a response;
- Technical requirements and description of the services needed;
- Performance objectives and/or deliverables, as may be applicable;
- Performance and Warranty Period;
- Specific information to be provided by Contractors, such as:
 - o a proposed work plan for the required services;
 - o Any maximum timeframe to complete the services required;
 - o Any required place(s) where work must be performed;
 - o State furnished information, work site, and/or access to equipment, facilities, or personnel;
- Billing Instructions, such as:
 - o Whether payment will only be made upon completion of the work, or whether the Contractor may bill for intermediate completion stages or on a periodic level of effort basis.
 - o The person to whom invoices and supporting documentation are to be sent.
 - o Back-up documentation for employee time
- Requirements for meetings and reports;

(ii) The Contractor shall e-mail a response to the CM within the specified time and shall include at a minimum:

- A response to the description of the service in which details the Contractor's understanding of the work;
- A description of the proposed work plan including time schedules, in narrative, and if required a GANTT chart, to accomplish the requisite task. This description shall include a schedule of resources and related tasks, including an explanation of how these tasks will be completed.
- Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or Phase can commence.
- The personnel resources, including those of subcontractors, and estimated hours to complete the task.
- A detailed written description of any work to be subcontracted, the name and address of the proposed subcontractor(s), and the proposed contractual agreement with the subcontracting organization.
- Proposed approach to satisfying the requirements of the task and development of task deliverables.

(iii) The CM will review the response and will either, approve the work and provide a notice-to-proceed (NTP) or contact the Contractor to obtain

additional information, clarification or revision to the work. If satisfied, the CM will then provide the NTP.

- c. If time is of the essence, as determined by the CM, and does not permit completion of work to be initiated by this method, the CM will contact the contractor by any method and request services within the time frames outline under normal or emergency maintenance.
- d. The Contractor shall provide documentation of time of employees, or sub-contractors for each work order. The documentation shall include:
 - (i) an expenditures report or detailed billing report that provides a description of the work performed and the date and hours worked on the State account by each of the Contractor's personnel during the invoice period; and
 - (ii) copies of the official personnel timesheets for each person listed on the invoice for the period of time covered by the invoice. These records may be either certified employee time sheets or electronic time keeping records certified by the Contractor's Contract Manager to be the actual time worked by the employees, or its subcontractors in the performance of the work associated with the NTP

2.4.14 Consulting Services

- a. Consulting services shall be provided by the contractor on an as needed basis and shall be billed at the fully loaded hourly labor rates as identified and provided in Attachment F. Consulting services may include but not be limited to, assisting the DBM in all aspects of the video lottery gaming industry, assess whether the data to be collected is appropriate, recommend changes in the modeling tool as the industry changes, provide advice and recommendations to DBM on any gaming industry issues.
- b. Consulting services will be provided via the work order process as outlined within Section 2.4.13, Enhancement Services.

2.4.15 Training and Documentation

Within 10 business days of DBM's issuance of the Delivery Confirmation, the contractor shall provide training to up to five (5) State employees at DBM's 45 Calvert Street, Annapolis, MD office.

- a. Contractor shall schedule the training time with the DBM Contract Manager.
- b. Training shall consist of:
 - An overview of the modeling tool
 - How the modeling tool meets all functionality required in this RFP
 - Processes to change, update, or modify data to produce DBM's required results
 - Printed copies of all instructional material for each State employee who is scheduled for the training and an additional copy for the Contract Manager. DBM reserves the right to reproduce any and all documents produced by the contractor.

- c. The contractor shall provide all documentation associated with the modeling tool to the DBM Contract Manager.

SECTION 3 – PROPOSAL FORMAT

3.1 Two-Part Submission

Offerors must submit proposals in two separate volumes, which will be separately evaluated:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

Offerors must respond to all requirements identified in the RFP. Offerors who fail to do so will be deemed not reasonably susceptible of being selected for award.

3.2 Proposals

Volume I - Technical Proposal must be sealed separately from the Volume II - Financial Proposal, but submitted simultaneously to the Procurement Officer at the address listed in Section 1.6 of this RFP.

An unbound original, so identified, three paper copies and an electronic copy of each volume are to be submitted.

The electronic version of both the Volume I - Technical Proposal shall be submitted in MS Word format, and the Volume II - Financial Proposal shall be submitted in either MS Word or Excel format. Electronic media may be 3-1/2" diskette or CD and shall bear the RFP number and name, name of the Offeror, and the technical or financial volume number (Volume I is Technical or Volume II is Financial).

3.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume". Each Volume and each separately sealed package are to be labeled either "Volume I-Technical Proposal" or "Volume II-Financial Proposal".

On the outside of each sealed package, the Offeror must also include the RFP number, the name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of proposals.

All pages of each proposal volume must be consecutively numbered from beginning (Page 1) to end (Page "x"). The final page of each Volume shall state "Final Page".

3.4 Volume I – Technical Proposal

3.4.1 Transmittal Letter

A transmittal letter must accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the

Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed, and it does not need to be bound with the Technical Proposal

3.4.2 Format of Technical Proposal

This section provides specific instructions for submission of the Offeror's Technical Proposal. Adherence to the required organization and numbering will allow State officials and the Evaluation Committee to "map" the RFP requirements directly to Offeror responses by paragraph number. In addition:

- The Technical Proposal shall not include any reference to prices proposed by the Offeror.
- The Technical Proposal must be organized and numbered in the same order as given in Sections 2 and 3, using the correct subsection and paragraph number for each specification. For example, Section 2.1 Para 1; Section 3.2 Para 4; etc.

The Technical Proposal shall include:

3.4.2.1 Title and Table of Contents

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the Technical Proposal should follow the title page. Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in the Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

3.4.2.2 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The summary shall identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments.

Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to State terms and conditions, the Executive Summary should so state.

3.4.2.3 Proposed Modeling Tool and Services

The Scope of Work, Section 2 of this RFP provides offerors with information on the desired outcome of this solicitation. Offerors shall identify and describe the modeling tool proposed. A modeling tool is defined as a program, application, database, spreadsheet or other electronic processing item and all necessary licenses, if any, that will function within the operating equipment and software environment outlined in this RFP. Describe, in detail, how the proposed modeling tool will meet the requirements of the RFP Section 2.4, Scope of

Services to Be Performed. Offerors shall address each and every item in the RFP Section 2.4, and provide each response in the same numerical order as outlined in the RFP. Offerors should address in their proposals any variables, in addition to those specified in Section 2.4.1, that they propose to be included in the modeling tool.

3.4.2.4 Offeror Experience and Capabilities

Offerors should include information on past experience with video lottery terminal implementation and analyses. Offerors shall describe their experience and capabilities through a response to the following:

- An overview of the Offeror's experience providing services similar to those required by this RFP. This description should include:
 - A summary for each engagement of the problem presented, services provided, and outcome.
 - The number of years the Offeror has provided these services.
 - The name of the client organization; the name, title and telephone number of point-of-contact for the client organization.
- Specifically address past experience of the Offeror and proposed personnel with:
 - Video Lottery Terminal operations
 - The gaming industry
 - Performing financial modeling and projections
 - Cash flow valuations
 - Reviewing business plans
- Describe the availability of the Offeror to perform the work as described in the RFP, including the flexibility to dedicate staff to these efforts during the period of the contract.
- The names, titles, and resumes of the key management personnel directly involved with supervising the services rendered under the contract.

3.4.2.5 Economic Benefit Factors

A general description of how the Offeror's performance of this Contract will benefit Maryland, with specific commitments of personnel and resources in the Contract proposal response. Do not include any detail of the financial proposals with this technical information.

- NOTE: Because there is no guarantee of any level of usage under this contract beyond the initial purchase of the modeling tool, in providing the information required in this section, the Offeror should state its level of commitment per \$1,000 of contract value. In other words, for each \$100,000 of contract value, state how many Maryland jobs will be created, what Maryland tax revenue will be generated, how much will be paid to Maryland subcontractors, etc.

Describe the following:

- The benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. Do not include any detail of the Financial Proposals with this technical information:
 - The estimated percentage of Contract dollars to be recycled into Maryland's economy, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
 - The estimated number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.
 - Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
 - The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
- In addition to the factors listed above, the Offeror should explain any other economic benefit to the State that would result from the Offeror's proposal.

3.4.2.6 Subcontractors

Offerors must identify all subcontractors, if any, and the roles these subcontractors will have in the performance of the Contract. Subcontractors used to meet the MBE goal of this RFP must also be identified.

3.4.2.7 Required Submissions

Offerors must submit the following items in the original Technical Proposal:

1. A completed Bid/Proposal Affidavit (Attachment B)
2. A completed MBE Utilization & Fair Solicitation Affidavit (Attachment D, D-1)
3. A completed MBE Participation Schedule (Attachment D, D-2)

3.5 Volume II - Financial Proposal

- 3.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, 3 copies, and an electronic version in MS Word or MS Excel of the Financial Proposal. The Financial Proposal must contain all price information in the format specified on the Financial Proposal Form (Attachment F). The Financial Proposal Form must be submitted and completely

filled in (no blanks or omissions) and signed by an individual who is authorized to commit the Offeror to the prices, services and requirements as stated in this RFP.

- 3.5.2 In order to assist Offerors in the preparation of their Financial Proposals, Attachment F-Financial Proposal Form has been prepared. Offerors must submit their price proposals on this form in accordance with the instructions on the form and as specified herein.
- 3.5.3 Nothing shall be entered on the Financial Proposal Form that alters or proposes conditions or contingencies on the proposed prices or offer.
- 3.5.4 All Unit Prices must be clearly typed or written in dollars and cents, e.g. \$24.15; All Unit Prices must be the actual price the State will pay.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. Technical merit shall have greater weight than price.

4.2 Technical Criteria

The criteria to be applied to each Technical Proposal are listed in descending order of importance:

- Adequacy of the proposed Modeling Tool to complete all deliverables required under this RFP, and the ability to complete all deliverables within the specified timeframe (Section 3.4.2.3)
- Experience and qualifications of the Offeror, with specific emphasis on similar projects (Section 3.4.2.4)
- Experience and qualifications of the specific personnel to be assigned to the project, with specific emphasis on similar projects (Section 3.4.2.4)
- Economic Benefit to Maryland (Section 3.4.2.5)

4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest (best price) to the highest price, based on the “Total Proposed Price for the Base Contract Term” as specified on the Financial Proposal Form (Attachment F)

4.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required by this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and the preference does not conflict with a federal law or grant affecting the Contract. The preference given will be identical to the preference that the other state, through law, policy, or practice gives to its residents.

4.5 Selection Procedures

4.5.1 General Selection Process

- The Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03. The competitive sealed proposals

method is based on discussions and revision of proposals during these discussions.

- Accordingly, DBM may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, DBM also reserves the right to make an award without holding discussions. Whether or not discussions are held, DBM may determine an Offeror to be not responsible or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

4.5.2 Award Determination

Upon completion of all discussions and negotiations, and reference checks, the Procurement Officer will recommend award of the contract to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors shall be given greater weight than price factors.

ATTACHMENTS

In accordance with State Procurement Regulations:

ATTACHMENT A - Contract. It must be completed, signed, and returned by the selected Offeror to the Procurement Officer upon notification of proposed contract award.

ATTACHMENT B - Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's Technical Proposal.

ATTACHMENT C - Contract Affidavit. It is not required to be completed and submitted with the Proposals. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days after notification of proposed Contract award.

ATTACHMENT D –Minority Business Enterprise Instructions/Forms (REVISED 10/1/2004)

ATTACHMENT E - Pre-Proposal Conference Response Form

ATTACHMENT F - Financial Proposal Form. This form is to be completed by the Offeror and comprises the Offeror's Volume II – Financial Proposal.

ATTACHMENT G – Vendor Electronic Funds Transfer (EFT) Registration

ATTACHMENT H - State Of Maryland IT Security Policy And Standards

ATTACHMENT A - Contract

THIS CONTRACT is made this _____ day of _____, 2004, by and between _____ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET & MAMANGEMENT**.

IN CONSIDERATION of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1** “Contract Manager” means Patrick Miller of the Department
- 1.2** “Contractor” means _____, whose principal business address is _____ and whose principal office in Maryland is located at _____.
- 1.3** “Department” or “DBM” means the Department of Budget and Management
- 1.4** “Financial Proposal” means the Contractor’s Financial Proposal, dated _____.
- 1.5** “Procurement Officer” means Robert W. Howells of the Department.
- 1.6** “RFP” means the Request for Proposals for State of Maryland Video Lottery Terminal (VLT) Modeling Tool, Project No. F10R5200096 dated November 1, 2004.
- 1.8** “State” means the State of Maryland.
- 1.9** “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

- 2.1** The Contractor shall provide the services as outlined within the Scope of Work Section 2, of the RFP #F10R5200096.

These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the exhibits, the terms of the Contract shall govern. If there is any conflict among the exhibits, the following order of precedence shall determine the prevailing provision:

- Exhibit A – Request for Proposals –Project No. F10R5200096
- Exhibit B – Contractor’s Technical Proposal, dated _____.
- Exhibit C – Contractor’s Financial Proposal, dated _____.
- Exhibit D – Contractor’s signed Contract Affidavit, dated _____.

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope stated in Section 2.1. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for the performance of, any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within 30 days after receipt of the written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause, Section 11 below. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance

Unless this Contract is terminated earlier in accordance with its terms, the Contractor shall provide the services described in Section 2 during a base term of approximately (2) years, commencing on the date that the State executes the Contract and terminating on December 31, 2006. The State, at its sole option, shall have the unilateral right to extend the Contract for two (2) additional, successive, 1-year renewal periods. The Contractor shall begin providing services upon receipt of a Notice to Proceed from the Contract Manager.

4. Consideration and Payment

4.1 In consideration of satisfactory performance of the requirements of this Contract, the State shall pay the Contractor in accordance with the rates established in Exhibit C, in no event to exceed \$_____ for payment of the modeling tool and \$_____ for payment for services without the express written approval of the Procurement Officer and subject to any other State approval requirements. Payments for each of the option years, if exercised by the State, shall not exceed \$_____ for each exercised option year. The Contractor shall notify the Contract Manager, in writing, at least sixty (60) days before payments reach the specified amounts. Payments for each task order shall be made in accordance with the terms of the task order.

4.2 Payments shall be made to the Contractor, following the State's acceptance of the work, no later than 30 days after the State receives an invoice from the Contractor, and pursuant to the conditions outlined in this Section. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number, which is_____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time –to time amended, are prohibited. Invoices should be submitted to the Contract Manager.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until the Contractor meets performance standards established by the Procurement Officer.
- 4.4 Electronic funds transfer will be used by the State to pay Contractor under this Contract, and for any other State payments due to the Contractor, unless the State Comptroller's Office grants the Contractor an exemption.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials, including but not limited to software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor solely for purposes of this Contract with and delivered to the State shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that, at all times during the term of this Contract and thereafter, works created as deliverables under this Contract, and services performed under this Contract, shall be "works made for hire," as that term is interpreted under U.S. copyright law. To the extent that any products created as deliverables under this Contract are not works for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to such products, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Procurement Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor may not affix any restrictive markings upon any data or materials provided under this Contract, and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Patents, Copyrights, Intellectual Property

- 6.1 If the Contractor furnishes any design, device, material, process, or other item, that is covered by a patent or copyright or that is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item.
- 6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any

patent, trademark, copyright, or trade secret. If a third party claims that a product infringes that party's patent or copyright, the Contractor will defend the State against that claim at the Contractor's expense and will pay all damages, costs, and attorney fees that a court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows the Contractor to control, and cooperates with the Contractor in, the defense and any related settlement negotiations. The obligations of this Section 6.2 are in addition to those stated in Section 6.3 below.

- 6.3** If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item; b) replace the product with a non-infringing product substantially complying with the item's specifications; or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) such party is required to disclose by law.

8. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Procurement Officer. The Contractor shall ensure that all data is backed up and recoverable by the Contractor.

9. Indemnification

- 9.1** The Contractor shall indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 9.2** The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is

brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

9.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

9.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

10. Non-Hiring of Employees

No official or employee of the State, as defined in State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

11. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days after the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

12. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, ancestry, or disability of a qualified individual with a

disability; (b) to include a provision similar to that contained in subsection (a) above in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post, and to cause subcontractors to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

14. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

15. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

16. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

17. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 A (2).

18. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

19. Suspension of Work

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

20. Pre-Existing Regulations

In accordance with Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

21. Financial Disclosure

The Contractor shall comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall, within 30 days after the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

22. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, §§14-101 to 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

23. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State under this Contract or until the expiration of any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

24. Warranties

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

25. Cost and Price Certification

By submitting cost or price information, the Contractor certifies, to the best of its knowledge, that the information submitted is accurate, complete, and current as of the date of the Contractor's offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information that, as of the date of its offer, was inaccurate, incomplete, or not current.

26. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State, nor may the Contractor assign this Contract or any of its rights or obligations hereunder without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 10 and 12 through 25 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to any subcontractor or assignee.

27. Administrative

27.1 Contract Manager. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination.

27.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:	Patrick Miller, Contract Manager (per RFP 1.7) Office of the Secretary Department of Budget & Management 45 Calvert Street Annapolis, MD 21401
Office:	410-260-6122
Fax:	410-974-3274
E-mail:	pmiller@dbm.state.md.us

If to the Contractor: _____

IN WITNESS HEREOF, the parties have executed this Contract as of the date set forth at the top of the first page hereof.

CONTRACTOR

By (Printed or typed name & title)

Date

STATE OF MARYLAND, DEPARTMENT OF BUDGET & MANAGEMENT

By: Cecilia Januszkiewicz
Deputy Secretary

Date

Approved for form and legal sufficiency this _____ day of _____, _____.

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

ATTACHMENT B - Bid/Proposal Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]

and the duly authorized representative of [business] _____

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - (b) been convicted of any criminal violation of a state or federal antitrust statute;
 - (c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
 - (d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;
 - (f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
 - (g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:
-
-

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows [indicate the reason(s) why the affirmations cannot be given without qualification]:
-
-
-
-

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposals of the bidder or Offeror or of any competitor, or otherwise

taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§ 14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;

- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § 2(b), above;
 - (h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the Contract Officer within 10 days after receiving notice under ' 2(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §§ 2(a) - (j), above.
3. If the business is an individual, the individual shall certify and agree as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
 4. I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

- (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposals shall be construed to supersede, amend, modify, or waive, on

behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

ATTACHMENT C - Contract Affidavit

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the

(title)

and the duly authorized representative of:

(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name:_____

Address:_____

(2) Except as validly contested, the business has paid, or has arranged for payment of , all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated _____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE:_____

BY:_____
(Signature)

(Authorized Representative and Affidavit)

ATTACHMENT D-Minority Business Enterprise Instructions/Forms

State of Maryland DEPARTMENT OF BUDGET AND MANAGEMENT MINORITY BUSINESS ENTERPRISE PARTICIPATION

PURPOSE

Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

MBE GOALS AND SUBGOALS

- ☐ An MBE subcontract participation goal of **25** percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR

- ☐ An overall MBE subcontract participation goal of ____ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:
- ☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
 - ☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

By submitting a response to this solicitation, the bidder or offeror agrees that these dollar amounts of the contract will be performed by certified minority business enterprises as specified.

- ◆ A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A bidder or offeror must include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

- ◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
 - (1) Outreach Efforts Compliance Statement (Attachment D-3)
 - (2) Subcontractor Project Participation Statement (Attachment D-4)
 - (3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any subgoal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
 - (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Attachments

- D-1 Certified MBE Utilization and Fair Solicitation Affidavit (must be submitted with bid or offer)
- D-2 MBE Participation Schedule (must be submitted with bid or offer)
- D-3 Outreach Efforts Compliance Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- D-4 Subcontractor Project Participation Statement (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

Attachment D-1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

***** *EFFECTIVE OCTOBER 1, 2004* *****

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. F10R5200096, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 25 percent and, if specified in the solicitation subgoals of _____ percent for MBEs classified as African American-owned and _____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of _____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposal), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder of the apparent awardee.

2. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
3. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule with the bid or proposal.
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is

voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Attachment D-2

MBE Participation Schedule

***** *EFFECTIVE OCTOBER 1, 2004* *****

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ %
TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: _____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ %

Document Prepared By: (please print or type)
Name: _____ Title: _____

Attachment D-2

MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

Attachment D-3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to Solicitation No. **F10R5200096**, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)

- ☐ This project does not involve bonding requirements.

5. ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference
☐ No pre-bid/proposal conference was held.

Bidder/Offeror Name

By: _____

Address

Name, Title

Date

Attachment D-4

Subcontractor Project Participation Statement

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the State contract in
conjunction with Solicitation No. **F10R5200096**, it and _____,

MDOT Certification No. _____, intend to enter into a contract by which

Subcontractor shall:

(describe work) _____

- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

Prime Contractor Signature

By: _____
Name, Title

Date

Subcontractor Signature

By: _____
Name, Title

Date

ATTACHMENT E - Pre-Proposal Conference Response Form

Project No. F10R5200096

Project Title: Video Lottery Terminal (VLT) Modeling Tool

A Pre-Proposal Conference will be held at **10:00 AM (Local Time), on November 10, 2004**, at
Department of Budget and Management
45 Calvert Street – Room #163,
Annapolis MD 21401.

For directions to the meeting site, you may contact Robert W. Howells at 410-260-7747.

Please return this form by November 8, 2004 advising whether or not you plan to attend.

Return this form via e-mail or fax to the Procurement Officer:

Robert W. Howells
Fax: (410) 974-3274
e-mail: rhowells@dbm.state.md.us

Please indicate:

_____ **Yes, the following representatives will be in attendance:**

- 1.
- 2.
- 3.
- 4.

_____ **No, we will not be in attendance.**

Company/Firm/Vendor Name

Telephone

Signature

Name/Title

ATTACHMENT F
FINANCIAL PROPOSAL FORM

Video Lottery Terminal (VLT) Modeling Tool (F10R5200096)

BASE CONTRACT TERM (2 Years)

Price of Modeling Tool \$ _____ (A)
(Attach Detailed Price Breakdown)

Fully Loaded Hourly Labor Rate for
Enhancement Services \$ _____ *
X Estimated 50 Hours of Enhancement Services = \$ _____ (B)

Fully Loaded Hourly Labor Rate for
Routine Technical Services \$ _____ *
X Estimated 100 Hours of Technical Support/ROUTINE = \$ _____ (C)

Fully Loaded Hourly Labor Rate for
Emergency Technical Services \$ _____ *
X Estimated 10 Hours of Technical Support/EMERGENCY = \$ _____ (D)

Fully Loaded Hourly Labor Rate for
Consulting Services \$ _____ *
X Estimated 50 Hours of Consulting Services =\$ _____ (E)

TOTAL PROPOSED PRICE (A + B + C + D + E) \$ _____ (F)
(Basis of Award)

Authorized Signature

Offeror Company Name

Printed Name and Title

Offeror's Address

Phone Number

Offeror's SSN or Tax ID #

* The Hourly Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents.

The Hourly Rates entered above are to be fully-loaded prices that include all costs/expenses associated with the provision of services as required by this RFP. The Proposed rates shall

include, but are not limited to: Labor, Profit/Overhead, General Operating and all other expenses except as expressly excluded in the RFP specifications. No other amounts will be paid to the Contractor.

The “Total Proposed Price -Base Contract Term” specified above is based on model quantities for the Hourly Rate services and will be used solely for price evaluation, comparison and selection for recommendation for award. The quantities indicated for Estimated Hours of Consulting Services and Technical Support are not a guarantee of any minimum or maximum amounts under this contract and may change at any time during the term of the contract, or renewal option period if exercised. The actual amount to be paid to the Contractor shall be calculated using the Fixed Unit Prices (Hourly Rates) specified on the Financial Proposal Form and the actual number of hours authorized and accepted by the Department for the three labor categories specified.

ATTACHMENT G— Vendor Electronic Funds Transfer (EFT) Registration

State of Maryland
Comptroller of Maryland
Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business name _____

Address line 1 _____

Address line 2 _____

City _____

State _____

Zip code:

--	--	--	--	--	--

--	--	--	--	--	--

Business taxpayer identification number:

Federal Employer Identification Number:

--	--

--	--	--	--	--	--	--	--

(or) Social Security Number:

--	--	--

--	--

--	--	--	--	--	--

Business contact name, title, and phone number including area code. (And address if different from above).

Financial institution information:

Name and address _____

Contact name and phone number (include area code) _____

ABA number:

--	--	--	--	--	--	--	--	--	--

Account number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account type:

--

Checking

--

Money Market

A **VOIDED CHECK** from the bank account must be attached.

Transaction requested:

1. ___ Initiate all disbursements via EFT to the above account.
2. ___ Discontinue disbursements via EFT, effective _____
3. ___ Change the bank account to above information – a copy of the approved

Registration Form for the previous bank account must be attached.

I am authorized by *_____ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

_____/_____/_____

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

ATTACHMENT H—State of Maryland IT Security Policy and Standards

State of Maryland Information Technology Security Policy and Standards (July 2003)

Hardcopy may be obtained by contacting the Procurement Officer:

Robert W. Howells
Department of Budget and Management
Office of Policy Analysis
Procurement Unit/ Room #111
45 Calvert Street
Annapolis, Maryland 21401
Telephone #: 410-260-7747
Fax #: 410-974-3274
E-mail: rhowells@dbm.state.md.us

Or, can be viewed and accessed at URL:

http://www.dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/prevention/itsecuritypoliciesjuly2003.pdf